

FTC MOTION FOR TEMPORARY RESTRAINING ORDER

EXHIBIT 20

**Declaration of Equifax Senior Litigation Support Consultant
Lisa Willis**

**DECLARATION OF LISA WILLIS
PURSUANT TO 28 U.S.C. § 1746**

I, Lisa Willis, hereby state that I have personal knowledge of the facts set forth below and am competent to testify about them. If called as a witness, I could and would testify as follows:

1. I am a citizen of the United States and am at least 18 years of age.
2. I have been employed by Equifax, Inc. (“Equifax”) for approximately 27 years. My business address is 1550 Peachtree Street, N.W., Atlanta, Georgia.
3. Currently, I am a Senior Litigation Support Consultant for Equifax. I have held this position for approximately two (2) years. Prior to this position, I was a manager in Consumer Operations. In both positions, I was responsible for investigating and addressing disputes with individual consumers. As a result of my work, I am familiar with Equifax’s policies in connection with the Fair Credit Reporting Act (“FCRA”).
4. Equifax is a nationwide credit reporting agency (“NCRA”). There are two other NCRAs in the United States—TransUnion and Experian. A NCRA such as Equifax receives and stores consumer credit information from various sources including credit grantors. Equifax may also receive public records such as bankruptcies, through third-party public record vendors. Reports prepared by Equifax or the other NCRAs containing consumer credit information are commonly referred to as credit reports.
5. A consumer’s credit score is based on information contained in the consumer’s credit report, such as payment history, outstanding debts, length of credit history, pursuit of new credit, and the mix of types of credit.
6. The FCRA places restrictions on the inclusion of certain older (or obsolete) negative information in credit reports. Generally under the FCRA, negative information such as missed or delinquent payments remain on a consumer’s credit report for up to seven (7)

years. Accounts reported as included in a bankruptcy remain on a consumer's credit report for up to seven (7) years from the date of first delinquency. The bankruptcy itself, listed in the public record information section of a consumer's credit report, remains for either up to seven (7) years from the filing date, if it was a Chapter 12 or 13 bankruptcy, or a dismissed status of any Chapter; or up to ten (10) years from the filing date if it was a non-dismissed status Chapter 7 or 11 bankruptcy. The bankruptcy discharge date does not determine how long the item will remain on a consumer's credit report.

7. When a consumer applies for a new line of credit, typically the creditor will make an inquiry regarding the consumer's credit report. The FCRA provides that such inquiries appear on the consumer's credit report for one (1) year. The FCRA does not specify a time period after which an inquiry is considered obsolete. It is Equifax's policy to retain such inquiries for two (2) years.
8. Neither a consumer nor a credit repair company can legally delete accurate, negative information that is not obsolete from a consumer's credit report. Such information would fall off the consumer's credit report after the relevant time period expires or if the data furnisher (the original source that supplied the information) deletes the information.
9. Without having detailed information about a consumer's current credit score and accurate credit history, no credit repair organization can guarantee that it can lawfully improve a particular consumer's credit score by a specific amount within a specific time period.
10. The FCRA also requires that reasonable procedures be followed to ensure maximum possible accuracy of credit reports. If a consumer states that information on his or her credit report is inaccurate, Equifax usually contacts the data furnisher to verify that the information being reported by Equifax is accurate. Based upon its analysis of the

response received from the data furnisher, Equifax may verify the information is correct, correct the information if the data furnisher requests a change, or delete it and block it from reappearing. Deletion of inaccurate information would occur, for example, when the reported information does not relate to the consumer who is the subject of the report.

11. In most cases, Equifax and the data furnisher communicate electronically using the standard credit reporting industry software and systems, which have simplified the dispute process and increased the timeliness of responses from original sources. As a result, Equifax is able to complete its investigation regarding the accuracy of credit reporting data, in most cases well before the 30-day time period specified in the FCRA.
12. If a consumer disputes an item of information in their credit report and provides documentation to support their position, Equifax may change the item immediately without contacting the data furnisher. Common situations in which Equifax changes items without further investigation include disputes of the status of a bankruptcy, where the consumer provides Equifax with court documents indicating the bankruptcy has been discharged or completed. In addition, Equifax may change information in its files if a consumer advises of a change of address or employment. Equifax does not charge a fee for any of these services.
13. Equifax processes millions of disputes over information in its credit files each year. In my experience, Equifax's procedures work well to address concerns brought to Equifax's attention directly by consumers.
14. I am aware of the existence of a number of third-party credit repair organizations that claim to be able to remove accurate, non-obsolete negative information from consumers' credit reports. I am aware that some credit repair organizations claim they can remove

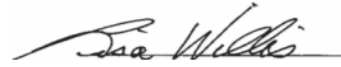
such information through a process sometimes known as “manual dispute” where the credit repair organization send Equifax dispute letters, or provide dispute letters to consumers and instruct them to send to Equifax those letters, that challenge all or almost all negative information in consumers’ credit reports. In my experience, it is unusual for all, or even almost all, negative information to be inaccurate.

15. Equifax only changes the contents of its credit files if it has objective evidence that the change should be made or if the data furnisher requests a change or is unable to provide verification of the disputed item. A consumer’s unsupported assertion that information on a credit report does not pertain to that consumer or is inaccurate is not sufficient to cause Equifax to delete or change the information without an attempt to verify the information.
16. Some credit repair organizations repeatedly and regularly dispute the same information on a consumer’s credit report, even after the information already has been re-verified by the source of the information. Dispute letters that dispute information that has already been verified generally are not sufficient to cause Equifax to delete or change the information, and Equifax will at times consider them to be frivolous and not process the disputes.
17. Attached to this declaration as **Attachment A** are sample letters that were provided to me by the FTC. The FTC informs me that these letters were generated by a credit repair organization and sent to consumers with instructions for those consumers to send the letters to Equifax. These letters are the type of unsupported letters discussed above that are not sufficient to cause Equifax to delete or change the information without an attempt to verify the consumer’s position.

18. I also understand that some credit repair organizations claim that they can raise consumers' credit scores by having consumers' on-time rental payments reported to Equifax or one of the other CRAs. Equifax does accept rent payment history to allow renters an opportunity to add additional payment depth to their credit histories. But Equifax will only accept rent payment history from a rent payment reporting service if that service presents a consumer's full payment history, that is it includes both on-time and any late payments.
19. As of the date hereof, Equifax accepts rent payment history from certain companies. Equifax does not have, and has never had, any partnership or other relationship with a company called CM Rent Inc. also d/b/a Credit My Rent or Youth Financial Literacy Foundation also d/b/a American Credit Education Services, Financial Education, Financial Literacy Education Services, and United Credit Education Services.
20. I also understand that some credit repair organizations claim that they can raise consumers' credit scores by encouraging them to obtain secured credit cards. Many, but not all, secured credit card issuers report cardholder payment history to one or more CRA. If the secured credit card issuer does report payment history, Equifax treats that payment history in the same way as payment history from an unsecured credit card. For example, Equifax will accept payment history from a credit card issuer only if it presents a cardholder's full payment history, which includes both on-time and any late payments. Equifax will typically discontinue accepting payment history from a credit card issuer if it discovers that such issuer only reports on-time payments. Further, Equifax will only accept payment history regarding a secured credit card if the card is backed by a licensed financial institution.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct.

Executed this 2nd day of May, 2022, in Atlanta, Georgia.


Lisa Willis

ATTACHMENT A

01/27/2021

Equifax
P. O. Box 740256
Atlanta, GA 30374

To Whom It May Concern:

I have thoroughly reviewed my credit report and I would like to inform you of the inaccuracies it contains (see list below). I am requesting, under the provisions of the Fair Credit Reporting Act (FCRA), 15 USC section 1681i, that you investigate these accounts.

Accounts	Reason
LVNV FUNDING [REDACTED] 2871	This collection is not my account.
LVNV FUNDING [REDACTED] 7087	This collection is not my account.
PORTFOLIO CAPIT-[REDACTED] 9101	This collection is not my account.
ONLINE IN SV [REDACTED] 3810	This collection is not my account.
SYNCB/WALMAR [REDACTED] 2127	Not mine, I never had an account with this company.
ABC AUTOS [REDACTED] 958	I never made a late payment on this account, please correct.

I understand that failure to investigate these accounts within a period of thirty days will result in "non-verification" which requires that the above accounts be immediately removed from my credit file.

I also understand that the Fair Credit Reporting Act – specifically 15 USC sections 1681i(d) and 1681j – requires that I receive both written notification of the appropriate corrections and updated credit reports at no charge.

Thank you for your time and attention to this matter. I look forward to hearing from you soon.

Sincerely,

A solid black rectangular box used to redact the signature of the sender.

02/25/2019

Equifax
P. O. Box 740241
Atlanta, GA 30374

To Whom It May Concern:

I have thoroughly reviewed my credit report and I would like to inform you of the inaccuracies it contains (see list below). I am requesting, under the provisions of the Fair Credit Reporting Act (FCRA), 15 USC section 1681i, that you investigate these accounts.

Accounts	Reason
BARCLAYS BANK DEL [REDACTED] 6369	This collection is not my account.
VERIZON WIRELESS/ [REDACTED] 0001	This collection is not my account.
DISCOVERBANK [REDACTED] 2613	Not mine, I never had an account with this company.
SYNCB/GAP [REDACTED] 9771	Not mine, I never had an account with this company.

I understand that failure to investigate these accounts within a period of thirty days will result in “non-verification” which requires that the above accounts be immediately removed from my credit file.

I also understand that the Fair Credit Reporting Act – specifically 15 USC sections 1681i(d) and 1681j – requires that I receive both written notification of the appropriate corrections and updated credit reports at no charge.

Thank you for your time and attention to this matter. I look forward to hearing from you soon.

Sincerely,

[REDACTED]
[REDACTED]
[REDACTED]

09/03/2020

Equifax
P. O. Box 740256
Atlanta, GA 30374

To Whom It May Concern:

I recently sent your agency a dispute document requesting an investigation on inaccuracies appearing in my credit file. I received your response, and the following inaccuracies remain on my credit report:

Accounts	Reason
LVNV FUNDING LLC [REDACTED] 6245	I never opened an account with this company, please remove immediately.
NATIOAL CREDIT SY [REDACTED] 3832	I never opened an account with this company, please remove immediately.
QUIALITY ASSET RE [REDACTED] 2044	I never opened an account with this company, please remove immediately.
PARAMOUNT RECOVERY [REDACTED] 5372	I never opened an account with this company, please remove immediately.
MERRICK BANK [REDACTED] 1889	Not mine, I never had an account with this company.
CREDIT ONE BANK [REDACTED] 6245	Not mine, I never had an account with this company.
THE BANK OF MISSO [REDACTED] 4633	Not mine, I never had an account with this company.
W.S.BADCOCK CORP. [REDACTED] 3912	Not mine, I never had an account with this company.
NAVIENT [REDACTED] 0116	I never made a late payment on this account, please correct.
NAVIENT [REDACTED] 0126	I never made a late payment on this account, please correct.
FED LOAN SERVICING [REDACTED] 0001	I paid this account on time in accordance with the terms and conditions of my contract.

FED LOAN SERVICING

██████████ 0011

I paid this account on time in accordance with the terms and conditions of my contract.

FED LOAN SERVICING

██████████ 0012

I paid this account on time in accordance with the terms and conditions of my contract.

FED LOAN SERVICING

██████████ 0013

I paid this account on time in accordance with the terms and conditions of my contract.

FED LOAN SERVICING

I ██████████ 0017

I paid this account on time in accordance with the terms and conditions of my contract.

FED LOAN SERVICING

██████████ 0018

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0809

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0412

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0116

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0412

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0705

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0808

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0816

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0806

I paid this account on time in accordance with the terms and conditions of my contract.

NAVIENT

██████████ 0102

I paid this account on time in accordance with the terms and conditions of my contract.

FED LOAN SERVICING

██████████ 0004

I paid this account on time in accordance with the terms and conditions of my contract.

FED LOAN SERVICING [REDACTED] 009	I paid this account on time in accordance with the terms and conditions of my contract.
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FED LOAN SERVICING [REDACTED] 0010	I paid this account on time in accordance with the terms and conditions of my contract.
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NAVIENT [REDACTED] 0102	I paid this account on time in accordance with the terms and conditions of my contract.
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NAVIENT [REDACTED] 0808	I paid this account on time in accordance with the terms and conditions of my contract.
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NAVIENT [REDACTED] 0705	I paid this account on time in accordance with the terms and conditions of my contract.
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FED LOAN SERVICING [REDACTED] 0019	I paid this account on time in accordance with the terms and conditions of my contract.
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FED LOAN SERVICING [REDACTED] 0020	I paid this account on time in accordance with the terms and conditions of my contract.
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FED LOAN SERVICING [REDACTED] 0021	I paid this account on time in accordance with the terms and conditions of my contract.
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FED LOAN SERVICING [REDACTED] 0022	I paid this account on time in accordance with the terms and conditions of my contract.
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FED LOAN SERVICING [REDACTED] 0002	I paid this account on time in accordance with the terms and conditions of my contract.
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FED LOAN SERVICING [REDACTED] 0003	I paid this account on time in accordance with the terms and conditions of my contract.
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NAVIENT [REDACTED] 0103	I was never late making a payment on this account. Please correct immediately.
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Once again I am notifying you that these items are not reported correctly for the reasons indicated, and I am asking you to reinvestigate them. According to the Fair Credit Reporting Act, Section 607, you must ensure maximum accuracy of the information contained in my credit report.

Please respond promptly. I prefer that we both avoid the pursuit of my rights under 15 USC section 1681n and 1681o, which require your compliance with the law.

Thank you for your time and attention to this matter.

Sincerely,

[REDACTED]
[REDACTED]
[REDACTED]